

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

UNITED STATES OF AMERICA,

Plaintiff,

V.

**MICHAEL KING and ASCENT
AVIATION SOLUTIONS LLC;**

Defendants.

CASE NO. 4:19-CV-1418

**DECLARATION OF MICHAEL
KING IN SUPPORT OF
DEFENDANTS' MOTION
FOR SUMMARY JUDGMENT
OR PARTIAL SUMMARY
JUDGMENT**

[FRCP 56]

DECLARATION OF MICHAEL KING

I, MICHAEL KING, am over the age of 18 and am a party to the present action and the sole member of defendant Ascent Aviation Solutions LLC. The following facts to which I hereby declare are of my own personal knowledge and if called upon to testify to the truth and veracity thereof, I would and could competently do so.

1. I am a professional pilot with over 30,000 hours of flight time. On behalf of

Ascent Aviation Solutions LLC, I entered into a “Dry Lease” Agreement with the

1 lessee Kevin Williams on February 10, 2017 because Kevin Williams required an
2 aircraft for transportation.

- 3
- 4 2. I fully explained to Kevin Williams before he entered into the Dry Lease
- 5 Agreement that he was responsible for Operational Control of the aircraft and that
- 6 he would have to hire his own pilot and co-pilot, pay fuel for the aircraft, and any
- 7 other charges that he may incur at the airport he travels to.
- 8
- 9 3. Kevin Williams did ask for pilots and co-pilots that could pilot the aircraft since
- 10 the "Dry Lease Agreement" under paragraph "PILOTS" states "the Lessee will
- 11 contract only those pilots who meet or exceed all the qualifications established by
- 12 the policies of insurance as described in the insurance section below". I did
- 13 provide him a list of pilots to choose from that I knew were rated in the aircraft
- 14 and those that met the insurance requirements for unnamed pilots on the
- 15 insurance policy. I also provided this list to him for purposes of aviation safety. I
- 16 would not want to see Kevin Williams hire a pilot that was not qualified to fly the
- 17 aircraft.
- 18
- 19 4. I did not hold myself out as providing charter operations, did not accept flight
- 20 requests, did not initiate, conduct, or terminate any flights, was not responsible
- 21 for preparing or filing any flight plans, did not make any decisions pertaining to
- 22 determining weather or fuel requirements, nor perform any weight or balance
- 23 calculations. That was the responsibility of the pilot in command that Kevin
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1 Williams hired for that particular flight. I did not pay for any pilots or co-pilots
2 nor did I pay for any fuel at any airport the flight landed. That was paid by the
3 lessee Kevin Williams.
4

- 5 5. At no times did I act as pilot in command on any flight where Kevin Williams
6 was required to travel. I did as I recall made at least 1 or more demonstration
7 flights since Kevin Williams expressed an interest to purchase the aircraft. There
8 was no charge for these demonstration flights.
9
- 10 6. Kevin Williams only paid Ascent Aviation Solutions LLC **via credit card** the
11 \$1,000.00 per hour charge for use of the aircraft which including an estimated
12 charge for scheduled maintenance pursuant to the manufacturer's requirements.
13
- 14 7. As I understand Kevin Williams paid all the other charges including the pilot and
15 co-pilot by his credit card or separate check.
16
- 17 8. At no times did Ascent Aviation Solutions LLC pay any of the pilots, co-pilots,
18 fuel, or any other charges incurred by the aircraft at the destination airport.
19
- 20 9. I operated the "Dry Lease" agreement pursuant Federal Aviation Regulation Part
21 91 and not under Part 135. I also did not hold Ascent Aviation Solutions LLC out
22 as a charter carrier under Part 135 of the Federal Aviation Regulations.
23
- 24 10. I also reviewed and applied FAA Advisory Circular 91-37B dated February 10,
25 2016, "Truth in Leasing" which the FAA publishes to assist lessors and the public
26 to ensure there is no violation of any Federal Aviation Regulations.
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1 11. After a review of this Advisory Circular, it is readily apparent that Ascent
2 Aviation Solutions LLC or myself did not have "operational control" of the
3 aircraft.
4

5 12. Additionally, I believe I am a target of the FAA since the FAA did not prevail in
6 a trial in November of 2017 where they alleged my flight school was being
7 operated under Part 135 of the Federal Aviation Regulations.
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10 I declare under penalty of perjury under the laws of Texas and the United States of
11 America that the foregoing is true and correct.
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13 Executed on 02-22-2020 at Pearland, Texas.
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18 **MICHAEL KING**
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